

COUNTY OF GRANVILLE, NORTH CAROLINA

2001

SPECIFICATIONS

FOR

**SOLID WASTE COLLECTION AND OPERATION OF COUNTY'S
SOLID WASTE CONVENIENCE CENTERS**

INSTRUCTION TO BIDDERS

***SOLID WASTE COLLECTION AND OPERATION
OF THE CONVENIENCE CENTERS***

1. **RECEIPT AND OPENING OF BIDS**

The County of Granville (the "County") invites and will receive Bids on the forms attached hereto. All information must be appropriately filled in. Bids will be received at the office of the County Manager of the County or in the Regular Session of the Granville County Board of Commissioners until 7:30 p.m. on Monday, October 23, 2000 where the bids will be publicly opened and read aloud at 7:30 p.m. at the County Commissioners' meeting room on the aforesaid date. The envelopes containing the Bids must be sealed and addressed to, County of Granville, and plainly marked "Bid for Solid Waste Collection and Operation of the Convenience Centers". The address of the County Manager is Post Office Box 906, Oxford, NC 27565. The Board of Commissioners meet in the Commissioners' Meeting Room, 145 Williamsboro Street, Oxford, NC 27565.

2. **PREPARATION OF THE BID**

All Bids must be prepared and signed by the Bidder in substantially the form attached hereto as Addendum "A". All blank spaces in each Bid Form together with appropriate schedules must be completed in full in ink or typewritten, in both words and figures.

If a unit price or a lump sum already entered by the Bidder on the Bid Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Bidder in ink.

The Bids received will be compared on the basis of the lump sum and the product of the bids submitted on a unit price basis. In case of a discrepancy between the total of the unit price Bids and the total obtained by adding the unit price, the unit prices as written out in words in the Bid Form shall govern and any errors found in the addition will be corrected.

Each Bid, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, and plainly marked, "Bid for Solid Waste Collection and Operation of the Convenience Centers." If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid. The County may consider any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids.

Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof.

Any Bid received after the time and date specified above shall not be considered.

3. **EVIDENCE OF INSURANCE**

Each Bid must be accompanied by a bond or a certified check of the Bidder, in the amount of \$5,000.00 as a guarantee on the part of the Bidder that he will, if called upon to do so, (I) accept and enter into a Franchise on the attached form (or such form as may mutually be agreed upon by the County and the selected Bidder), (ii) perform the work covered by the Bid at the rates stated therein and (iii) furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the County and the selected Bidder have executed the Franchise Agreement; or, if no Bidder's Bid has been selected within ninety (90) days after the date of the opening of Bids, or upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

Each Bid must also be accompanied by a certificate of insurance evidencing the coverages set forth in Section 12.00 of the General Specifications.

4. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE FRANCHISE**

The Franchise shall be deemed as having been awarded when formal notice of award shall have been mailed by the County to the Bidder. The bids will be reviewed by the Granville County Board of Commissioners at its Regular Meeting, 7:00 p.m., October 23, 2000, after which notice of award will follow.

The Bidder to whom the Franchise shall have been awarded will be required to execute three copies of the Franchise Agreement on the form attached hereto (or such form as may mutually be agreed upon by the County and the selected Bidder) and to furnish insurance certificates, as required herein. In case of refusal or failure to do so within twenty (20) days after receipt of formal notice of award, the Bidder will be considered to have abandoned all his rights and interests in the award, and Bidder's Bid security may be declared forfeited to the County as liquidated damages. The award may then be made to the next best qualified Bidder or the work re-advertised for Bids as the County may elect. Such forfeited security shall be the remedy of the County.

5. **SECURITY FOR FAITHFUL PERFORMANCE**

The Bid shall be accompanied by a letter from a corporate surety satisfactory to the County stating that an Irrevocable Letter of Credit in the form annexed hereto will be furnished by it to the person submitting the Bid, in the event he is the successful Bidder. Such letter is to be signed by an authorized representative of the surety and be accompanied with a certified and effectively dated copy of his power of attorney.

The successful Bidder will be required to furnish an Irrevocable Letter of Credit as security for the faithful performance of this Franchise. The Irrevocable Letter of Credit shall be in the minimum amount of \$100,000.00 or such lesser amount if loss, cost, and expenses, including attorney's fees the County may incur in assuring waste collection continues to occur in the

event of default in performance by the Franchisee and pending replacement thereof. The Irrevocable Letter of Credit shall be in addition to and not in limitation of any other remedies that the County may have for default by the Franchisee. Said Irrevocable Letter of Credit must and will remain in force continuously through the term of the Franchise.

Premium for the Irrevocable Letter of Credit described above shall be paid by the Franchisee.

A certificate from the surety showing that the premiums are paid in full shall accompany the Irrevocable Letter of Credit.

The form of the bond is appended hereto.

The surety on the bond shall be duly authorized corporate surety authorized to do business in the State of North Carolina.

6. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. **SCOPE OF WORK**

The work under this Franchise shall consist of the items continued in the Bid, including all incidentals necessary to fully complete said work in accordance with the Franchise Documents.

8. **CONDITIONS**

Each Bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Franchise. Bidders shall thoroughly examine and be familiar with the General Specifications.

It will be the responsibility of the Franchisee to transport the solid waste to a facility that is properly permitted by state and federal regulatory agencies; except that all Construction and Demolition (C&D) waste must be transported to the County's facility as long as Granville County operates said facility.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint himself with conditions existing, shall in no way relieve him of any obligations with respect to his Bid or to the Franchise. The County shall make all such documents available to the Bidders.

Except with respect to events or conditions which are not discoverable, the Bidder shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the County.

The Bidder's attention is directed to the fact that all applicable State laws, County ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Franchise throughout the term of the Franchise, and will be deemed to be included in the Franchise Agreement as though written out in full therein.

9. **ADDENDA AND EXPLANATIONS**

Explanations desired by a prospective Bidder shall be requested of the County in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Bidder. Every request for such explanation shall be in writing addressed to the Granville County Manager's Office, Post Office Box 906, Oxford, North Carolina 27565. Any verbal statements regarding same by any person, previous to the award, shall be unauthoritative and not binding.

Addenda issued to prospective Bidders prior to date of receipt of Bids shall become a part of the Franchise Documents, and all Bids shall include the work described in the Addenda.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Bidders (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Bids.

10. **NAME, ADDRESS AND LEGAL STATUS OF THE BIDDER**

The Bid must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether corporation, partnership, or individual, shall also be stated in the Bid.

A corporation shall execute the Bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Bidder shall give full names and addresses of all partners. Partnership and individual Bidders will be required to state in the Bid the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state telephone number, must be given after his signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Bid.

Anyone signing a Bid as an agent of another or others must submit with his Bid, legal evidence of his authority to do so.

11. **COMPETENCY OF BIDDERS**

The opening and reading of the Bid shall not be construed as an acceptance of the Bidder as a

qualified, responsible Bidder. The County reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications and from other sources.

The County will require submission with the Bid of certified supporting data regarding the qualifications of the Bidder in order to determine whether he is a qualified, responsible Bidder. The Bidder will be required to furnish the following information sworn to under oath:

- (a) An itemized list of the Bidder's equipment available for use on the Franchise
- (b) A copy of the latest available financial statements of the Bidder (or its parent corporation if individual subsidiary of division financial statements are not prepared and generally available) certified by a recognized firm of independent certified public accountants.
- (c) Evidence that the Bidder is in good standing under the laws of the State of North Carolina, and, in the case of corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of North Carolina or a sworn statement that it will take all necessary action to become so licensed if its Bid is accepted.

In the event that the County shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he is a qualified, responsible Bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath by him:

- (a) Evidence that the Bidder is capable of commencing performance as required in the Franchise Documents.
- (b) Evidence, in form and substance satisfactory to County, that Bidder possesses as a going concern the managerial, operating and financial capacities to perform all phases of the work called for in the Franchise Documents.
- (c) Evidence, in form and substance satisfactory to County, that Bidder's experience as a going concern in refuse collection and disposal derives from operations of comparable size to that contemplated by the Franchise Documents.
- (d) Such additional information as will satisfy the County that the Bidder is adequately prepared to fulfill the Franchise.

The Bidder may satisfy any or all of the experience and qualification requirements of this Paragraph 11 by submitting the experience and qualifications of its parent corporation and subsidiaries of the parent.

12. **DISQUALIFICATION OF BIDDERS**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of his Bid.

- (a) Evidence of collusion among Bidders.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous municipal Franchise for failure to perform.

13. **BASIS OF THE BID**

Bids with respect to refuse collection and disposal are solicited on the basis of rates for each type of collection work. Bids will be compared on the basis of the summation of the rates proposed. The rates as written out in words in the Bid shall govern and any errors found will be corrected.

14. **QUANTITIES**

Collection Franchise- The County estimates that the number of Residential Units to be initially serviced under the Franchise is approximately 2,000. The County estimates that the number of Frontload Commercial accounts to be initially serviced under the Franchise is approximately 250. The County estimates that the number of Industrial Roll Off accounts to be initially serviced under the Franchise is 35. The Bidder may wish to utilize his own or other estimates and to provide for growth or shrinkage factors. The County makes no representation as to the reliability of its estimates and Bidders acknowledge they are not entitled to rely thereon.

Operation of Convenience Centers - There are six (6) convenience sites located in the County. The Oxford, Butner, Wilton, and Berea sites are open 66 hours/week. The Oak Hill and Grassy Creek Sites are open 44 hours/week. Two (2) additional sites may be added during the course of this agreement and it is the expectation of the County that the successful bidder will provide the same level of service for these sites at the same rate.

15. **METHOD OF AWARD**

The County reserves the right to accept any Bid or to reject any or all Bids, and to waive defects or irregularities in any Bid. In particular, any alteration, erasure or interlineation of the Franchise Documents and of the Bid shall render the accompanying Bid irregular and subject to (but not requiring) rejection by the County. The County intends that the Franchise shall be awarded within thirty (30) days following the date that Bids are publicly opened and

read.

GENERAL SPECIFICATIONS

1.00 DEFINITIONS

- 1.01 Bags
- 1.02 Bin
- 1.03 Bulky Waste
- 1.04 Bundle
- 1.05 County
- 1.06 Commercial and Industrial Refuse
- 1.07 Commercial and Industrial Unit
- 1.08 Construction Debris
- 1.09 Container
- 1.10 Franchise Documents
- 1.11 Franchisee
- 1.12 Dead Animals
- 1.13 Disposal Site
- 1.14 Garbage
- 1.15 Hazardous Waste
- 1.16 Producer
- 1.17 Refuse
- 1.18 Residential Refuse
- 1.19 Residential Unit
- 1.20 Rubbish
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3.00 COLLECTION OPERATION

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6.00 EFFECTIVE DATE

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8.00 INDEMNITY

9.00 LICENSE AND TAXES

10.00 TERM

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- 12.01 Performance Bond
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13.00 RATES

- 13.01 Collection and Disposal Rates
- 13.02 Modification to Rates
- 13.03 Fees and Reports

14.00 TRANSFERABILITY OF FRANCHISE

15.00 EXCLUSIVE FRANCHISE

1.00 DEFINITIONS

- 1.01 Bags - Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bin - Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.
- 1.03 Bulky Waste - Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than Construction, Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.
- 1.04 Bundles - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length or 35 lbs. in weight.
- 1.05 County - County of Granville, North Carolina
- 1.06 Commercial and Industrial Refuse - All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Commercial and Industrial Unit.
- 1.07 Commercial and Industrial Unit - All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the County not a Residential Unit.
- 1.08 Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.09 Container - A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vermin. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 60 lbs.
- 1.10 Franchise Documents - The Request for Bids, Instructions to Bidders, Franchisee's Bid, General Specifications, the Franchise Agreement, Performance Bond and any addenda or changes to the foregoing documents agreed to by the County and the Franchisee.
- 1.11 Franchisee - The person, corporation or partnership performing Refuse collection and

disposal under Franchise with the County.

- 1.12 Dead Animals - Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.13 Disposal Site - A Refuse depository, physically located in the County or in close proximity thereto, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal Refuse and Dead Animals.
- 1.14 Garbage - Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.15 Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Franchise, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- 1.16 Producer - An occupant of a Commercial and industrial Unit or a Residential Unit who generates Refuse.
- 1.17 Refuse - Residential Refuse, Commercial and Industrial Refuse, Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.18 Residential Refuse - All Garbage and Rubbish generated by a Producer at a Residential Unit.
- 1.19 Residential Unit - A dwelling within the County occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such

Residential Unit shall be billed separately as a Residential Unit.

1.20 Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

1.21 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2.00 SCOPE OF WORK

The work under this Franchise shall consist of the items contained in the Bid, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Franchise Documents.

2.01 Storms and Other Disasters - The work under the Franchise does not include the collection and disposal of any increased volume resulting from a flood, hurricane or other act of God over which the Franchisee has no control. In the event of such a flood, hurricane or other act of God, the Franchisee and the County will negotiate the payment to be made to the Franchisee. Further, if the County and the Franchisee reach such agreement, then the County shall grant the Franchisee variances in routes and schedules as deemed necessary by the Franchisee and County.

3.00 FRANCHISE-COLLECTION OPERATION

3.01 Service Provided

- (a) Franchisee shall provide curbside or side/door collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Containers, Bags and Bundles shall be placed at curbside by 7:00 a.m. on the designated collection day. Franchisee will provide plastic roll-out containers to those residential customers who request roll-out carts.
- (b) Franchisee shall provide Bin collection service for the collection of Commercial and Industrial Refuse to Commercial and Industrial Units according to individual agreement.
- (c) The Franchisee shall provide for the special collection from Residential Units of Bulky Waste, Construction Debris and Stable Matter. Also, the Franchisee may from time to time provide for the special collection of Dead Animals and

Hazardous Waste at Commercial and Industrial Units and Residential Units at its sole discretion and upon such terms and conditions as Franchisee shall specify.

- (d) If selected by the Board of County Commissioners in the award of this Franchise, Franchisee shall provide curbside recycling services to each Residential Unit one (1) time per week. Materials to be recycled are newspaper, glass both clear and colored, plastic, steel cans, and aluminum beverage containers. The Franchisee shall provide each residential customer with a recycling bin large enough for one week's accumulation of recyclables. The Franchisee shall also advertise the availability of the curbside recycling service annually through inserts to be placed within the bills of each residential customer. Brochures describing proper recycling methods should be distributed to residents requesting the service.

3.02 Location of Bins, Containers, Bags and Bundles for Collection

- (a) Each Container, Bag and Bundle shall be placed at curbside or side/door for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled County Roadways (including alleys). Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Franchisee may decline to collect any Container, Bag and Bundle not so placed or any Residential Refuse not in a bag.
- (b) Franchisee shall provide Bins for Commercial and Industrial Units whenever customers request their use. Each Bin shall be placed in an accessible, outside location according to individual agreement. Franchisee may decline to collect Refuse in Bins not so placed.

3.03 Hours of Operation

- (a) Collection of Residential Refuse shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the County and Franchisee, or when Franchisee reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- (b) Collection of Commercial and Industrial Refuse shall take place according to individual agreement.

3.04 Routes of Collection

- (a) Residential Unit collection routes shall be established by the Franchisee. Franchisee shall submit a map designating the Residential Unit collection routes to the County for their approval, which approval shall not be unreasonably withheld. The Franchisee may from time to time propose to County for approval changes in routes or days of collection affecting Residential Units, which approval shall not be unreasonably withheld.
- (b) Commercial and Industrial Unit collection routes shall be established by the Franchisee at its sole discretion.

3.05 Holidays - The following shall be holidays for purposes of this Franchise:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
½ Day Christmas Eve and Christmas Day

Franchisee may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Franchisee of his obligation to provide collection service at Residential Units at least once per week.

- 3.06 Complaints - All complaints shall be made directly to the Franchisee and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Franchisee shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within 48 hours after the complaint is received.
- 3.07 Collection Equipment - The Franchisee shall provide an adequate number of vehicles for regular collection services. All vehicles, Bins and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Franchisee.
- 3.08 Office - The Franchisee shall maintain an office and maintenance facilities within the County through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days.
- 3.09 Hauling - All Refuse hauled by the Franchisee shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.
- 3.10 Disposal - All Refuse collected for disposal by the Franchisee shall be hauled to a

Disposal Site.

- 3.11 Notification - The Franchisee shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Refuse collection.
- 3.12 Educational Program - The Franchise shall provide an educational curriculum on solid waste recycling, environmental awareness, and sound solid waste management at the elementary school level in the Granville County Schools.
- 3.13 Point of Contact - All dealings, contacts, etc., between the Franchisee and the County shall be directed by the Franchisee to the Granville County Manager or his designee.

4.00 OPERATION AND MANAGEMENT OF CONVENIENCE SITES

- (a) The Company shall assign qualified personnel to manage and operate the collection system and manned convenience sites. The Company agrees that all employees shall be required to wear clean uniforms that display the name of and identify the individual as an employee of the Company. The Company shall provide operation and safety training for all operational personnel.
- (b) The Company agrees that in the performance of this contract that the Company will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age or ancestry.
- (c) The Company shall comply with the applicable solid waste laws of the State of North Carolina, the rules and regulations promulgated thereunder and the rules and regulations of the County of Granville, and with any and all other Federal, State, and County laws and regulations applicable hereto.
- (d) The Company shall provide the following equipment at each site:
 - 1. Stationary compactor and 40 cubic yard receiving container. At least one extra receiving container will be provided to maximize the waste processed by the compactors.
 - 2. One operator's house, per location.
 - 3. A minimum of (6) containers for the purposes of receiving recycled material which shall include newspaper, cardboard, plastic, steel cans, aluminum beverages containers and glass, both clear and colored.
 - 4. 66 hours of operator's time per week at the Berea, Wilton, Butner, and Oxford locations.
 - 5. 44 hours of operator's time per week at the Grassy Creek and Oak Hill sites.
 - 6. All necessary electrical, telephone and other utility services necessary to operate the site.
- (e) The company shall maintain a 3:2 ratio of open top hauls to compactor hauls for MSW waste in order to maximize the amount of compacted waste hauled to the disposal facility. The County will not be responsible for paying the

transportation cost for those hauls in excess of this ratio as evaluated on a 12 month period ending in March of each year.

- (f) Maintain the manned Solid Waste Collection Sites in a neat, clean, and orderly manner
- (g) Transport on a regular basis solid waste from the sites to the appropriate disposal facility, the County's construction and demolition landfill, or to a recycling center as the case may be. The contractor is responsible for finding all markets for recyclables and receives all revenue from the sale of these materials.
- (h) Erect and maintain appropriate signage at each site. Currently the sites covered by this agreement are Oxford, Wilton, Butner, Grassy Creek, Berea, and Oak Hill. County shall have the right to add additional sites during the term of this agreement under the same terms, conditions and compensation herein provided

4.01 Transportation and Disposal

- (a) All solid waste hauled by the Company shall be so contained that leaking, spilling or blowing of the contents within the vehicle or container is prevented. In the event of any spillage the Company shall immediately clean up the litter. The Company will not be required to collect or transport any hazardous as defined by the U. S. Environmental Protection Agency or any other waste that would not be acceptable for disposal at permitted solid waste disposal facilities; provided that the Company shall immediately notify the manager of Granville County or his designee if it detects any illegal or hazardous waste.
- (b) The company shall regularly transport containers maintained at the site to a solid waste disposal facility that has been permitted in accordance with applicable state and federal laws, rules and regulations. In disposing of solid waste the company shall transport the solid waste to the closest landfill that will result in the least overall cost for waste disposal. Construction and demolition (C&D) waste shall be transported to the County's C&D landfill. The Company shall utilize its' best efforts to assure that containers are full before hauling the same to a disposal facility for dumping . The Company shall itemize the fee for hauling and the tipping fee separately on its billings. Each statement shall be accompanied by weigh tickets, regardless of where the waste is dumped.

5.00 COMPLIANCE WITH LAW

The Franchisee shall conduct operations under this Franchise in compliance

with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Franchisee where there exists conflicting ordinances of the County on the subject.

6.00 EFFECTIVE DATE:

This Franchise shall be effective upon the execution of the Franchise and performance of such Franchise shall begin on April 1, 2001.

7.00 NONDISCRIMINATION

The Franchisee shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin or handicap.

8:00 INDEMNITY

The Franchisee will indemnify and save harmless the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Franchisee, its officers, agents, servants and employees in performance or failing to perform the work and service contemplated or provided for under the Franchise; provided, however, that the Franchisee shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Franchise or a willful or negligent act of omission of the County, its officers, agents, servants, and employees.

9.00 LICENSES AND TAXES

The Franchisee shall obtain all licenses and permits (other than the license and permit granted by the Franchise) and promptly pay all taxes required by the County and by the State.

10.00 TERM

The initial term of this franchise will be for a period of five (5) years beginning on April 1, 2001 and ending on March 31, 2006. The parties hereto may by mutual consent extend the term of this agreement for two (2) additional one (1) year periods hereinafter referred to as an extension term according to the following provision:

No later than January 31, 2002 and by the same day of each year thereafter, the Franchisee and the County shall meet and discuss the Franchisee's performance during the preceding period. Upon finding that said performance is satisfactory and that is in the best interest of the County to continue the agreement beyond the current term then by mutual agreement the parties hereto may extend this agreement for an additional one (1) year period.

The purpose for this continuity of service provision is to allow the Franchisee and the County an opportunity to discuss and decide long range aspects of the solid waste collection system

such as capital equipment purchases and expansion of services.

In the event the parties hereto do not mutually agree to extend the franchise term for an additional one (1) year term on or before January 31, 2002, and on or before the same day of each year thereafter, then the franchise will terminate at the expiration of the then current term. Anything to the contrary herein notwithstanding the franchise term, inclusive of the initial term and any extensions hereof shall not exceed a total of seven (7) years.

11.00 INSURANCE

The Franchisee shall at all times during the Franchise maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage providing for coverage of claims, costs, expenses and attorneys' fees referred to in Section 8.00. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work hereunder the Franchisee agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Franchise, the Franchisee shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability	\$1,000,000 each occurrence
Automobile	\$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,00 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence

Excess Umbrella Liability

\$5,000,000 each occurrence

12.00 BOND

12.01 Performance Bond

- (a) The Franchisee will be required to furnish a corporate surety bond as security for the performance of this Franchise. Said surety bond must be in the minimum amount of \$100,000.00
- (b) Premium for the bond described above shall be paid by the Franchisee. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- (c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State.

12.02 Power of Attorney - Attorneys-in-fact who sign performance bonds or Franchise bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13.00 RATES

13.01 Collection and Disposal Rates

- (a) For collection services required to be performed pursuant to Section 3.01 (a), the charges shall not exceed the rates as fixed by the Franchise Documents, as adjusted in accordance with Section 13.02.
- (b) The Refuse collection charges provided by Section 13.01 (a) shall include all related costs and shall be modified as set forth in Section 13.02. If the Franchisee receives notification of a disposal site change, then the Franchisee shall promptly notify the County of said disposal site change effect on the rate to the County and such change shall be negotiated. See Section 13.02 (c).

13.02 Modification to Rates

- (a) The fees which may be charged by the Franchisee for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations as reflected by fluctuations in the consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) as published by the U. S. Department of Labor, Bureau of Labor Statistics, not to exceed 3.5% per annum. CHECK WITH BILL ON THIS
- (b) Unusual Changes or Costs: In addition to the foregoing, the fees which may

be charged by the Franchisee shall, with the approval of the County, be increased or decreased, as the case may be, to reflect unusual changes in Franchisee's cost of operations, such as revised laws, ordinances, regulations, or required changes in the method of collection.

13.03 FEES AND REPORTS

Franchisee shall pay to County, quarterly, a franchise fee of five percent (5%) of the gross charges to its customers (less a deduction of not to exceed 2% after bad debt losses) for collections services and container rentals. The Franchise fee shall be due and payable within thirty (30) days after the end of each quarter. Franchisee shall submit with payment of the franchise fee, a report of customer gross revenue broken down by residential, commercial and industrial customers. County shall have the right to examine Franchisee's books and records at its expense to confirm the amount of customer gross revenue. In addition, Franchisee shall submit to County such additional information as it may reasonably request concerning Franchisee's operation and specifically Franchisee shall submit within sixty (60) days after the end of each year, the total number of customers by category and total number of containers by cubic yard size and customer list with addresses, by category. All such information shall be for the use of the Granville County Board of Commissioners and County Manager. Franchisee shall also, during the term of this Franchise Agreement, maintain a local telephone in Granville County which shall be available to the public, shall promptly investigate and resolve all complaints, and shall place a display ad in all newspapers of general circulation in Granville County, at least once annually, advertising the availability of its services.

14.00 TRANSFERABILITY OF FRANCHISE

No assignment of the Franchise or any right accruing under this Franchise shall be made in whole or in part by the Franchisee without the express written consent of the County, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Franchisee.

15.00 EXCLUSIVE FRANCHISE

County hereby grants and Franchisee hereby accepts an exclusive franchise for the collection and transportation of all residential, commercial and industrial solid waste, refuse, trash and garbage in Granville County, excluding municipalities choosing to provide their own service and the area within the Camp Butner Reservation from the point of pickup to the permitted solid waste landfill.

ADDENDUM "A"
(Revision 2)
BID
for
SOLID WASTE COLLECTION AND OPERATION OF COUNTY'S SOLID WASTE CONVENIENCE CENTERS

TO: The County of Granville, North Carolina

Bid of _____

(an individual) (a partnership) (a corporation duly organized under the laws of the State of North Carolina).

The undersigned having carefully read and considered the terms and conditions of the Franchise Documents for Solid Waste Collection and Operation of County's Solid Waste Convenience Centers for the County of Granville, North Carolina, does hereby offer to perform such services on behalf of the County, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Franchise Documents at the rates (expressed in words and figures) hereinafter set forth:

I. COLLECTION FRANCHISE

A. Residential Rates per Quarter (3 months) one time per week solid waste collection:

Curbside	\$ _____	_____ Words
Side Door	\$ _____	_____ Words
Curbside/Cart	\$ _____	_____ Words
Side Door/Cart	\$ _____	_____ Words
*Extra Pickup	\$ _____	_____ Words

*Standard 3/4 ton pickup truck

Note: These rates should include all disposal costs.

B. BID ALTERNATE - Residential Rates per Quarter (3 months) one time per week solid waste collection plus collection and handling of recyclables one time per week.

Curbside	\$ _____	_____ Words
Side Door	\$ _____	_____ Words

Curbside/Cart	\$ _____	Words _____
Side Door/Cart	\$ _____	Words _____
*Extra Pickup	\$ _____	Words _____
*Standard 3/4 ton pickup truck		Words _____

Note: These rates should include all disposal and handling costs for recyclables. Revenues from recycling will be retained by the Franchisee.

3. Front-End Commercial

Container Rental

2 yard	\$ _____	month
3 yard	\$ _____	month
4 yard	\$ _____	month
6 yard	\$ _____	month
8 yard	\$ _____	month

Container Collection, Transportation and Disposal

<u>Size of Container</u>	<u>2/Mo.</u>	<u>1/Wk.</u>	<u>2/Wk.</u>	<u>3/Wk.</u>	<u>4/Wk.</u>	<u>5/Wk.</u>
2 yard						
3 yard						
4 yard						
6 yard						
8 yard						

Proposed Service Includes Landfill Fees Unless Bidders Indicate
Otherwise And Specify the Disposal Fee Per Ton

For Customer-owned Containers, the above quoted Rental Rate shall be deducted from the Service Fee Schedule.

D. Industrial Services Rates:

Rental Rates

Haul Rates

25 Cu. Yd. O/Top

- 30 Cu. Yd. O/Top
- 35 Cu. Yd. O/Top
- 40 Cu. Yd. O/Top
- 45 Cu. Yd. O/Top
- 35 Cu. Yd. Closed for Compactor
- 40 Cu. Yd. Closed for Compactor

Disposal Fee Per Ton - MSW : \$ _____

(Bidders must indicate the disposal fee per ton to be charged the industrial customers for disposal in a lined landfill). (Disposal costs for C&D will be at the County's rate and other specialty wastes may vary, depending on the facility requirements).

5. Switch Out Fee (As Explained in the Addendum to the Franchise Agreement)

Switch Out Fee \$ _____

II. OPERATION AND MANAGEMENT OF CONVENIENCE CENTERS

A. Staffing of Convenience Sites (Monthly Fee)

- 1. Forty-Four (44) hour/week sites: \$ _____
Words _____
- 2. Sixty-Six (66) hour/week sites: \$ _____
Words _____

B. Container Transportation

1. Municipal Solid Waste

Open Top or Compactor \$ _____/trip

2. Construction and Demolition Wastes

Open Top \$ _____/trip

C. Disposal

Municipal Solid Waste \$ _____/ton

Location of Facility _____

Construction and Demolition Waste - Accepted at the County Facility

No Charge

Bidder

By: _____

Principal Office
Address: _____

(City) (County) (State)

Telephone: _____

Bids will be opened on November 6, 2000, 7:30 p.m., prior to the regular meeting of the Granville County Board of Commissioners.

Granville County reserves the right to reject any and all bids.